

BPE Removals
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STANDARD CONDITIONS OF REMOVAL AND STORAGE FOR BPE REMOVALS

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1. DEFINITIONS

In these conditions:

- 1.1 “**We**” means BPE Removals (A.B.N. 84211081158), and “**Us**” and “**You**” have corresponding meanings;
- 1.2. “**You**” means the party entering into the agreement for Services with **Us**, and includes the party to whom Our quotation is addressed and the party by whom accepts, and “**Your**” has a corresponding meaning;
- 1.3. “**Goods**” means all furniture and other effects, which are to be the subject of the Services;
- 1.4. “**Services**” means the whole of the work to be undertaken by **Us** in connection with the Goods including removal and storage;
- 1.5. “**Subcontractor**” means any person other than one of **Our** employees who, under any agreement or arrangement with **Us** (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
- 1.6. “**Words**” in the singular include the plural, and words in one or more genders include all genders

2. We are not Common Carriers.

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

3. Your Obligations and Warranties

3.1. Information supplied by You.

You warrant that any information which **You** have provided to **Us** and on which **We** have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate

3.2. Owner or Authorised Agent.

You warrant that, in entering into this agreement; **You** are either the owner of the Goods, or the authorised agent of the owner.

3.3. Presence at Loading/Unloading.

You will ensure that **You** or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from **Our** store.

3.4. Dangerous Goods.

You warrant that the Goods do not include any goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless **You** have disclosed to **Us** in writing the presence and nature of any such items prior to them being made available to **Us** for loading or storage. **We** may refuse to remove or store such items. If we discover any article or substance of this nature after the Goods have been received by **Us**, **We** may take any reasonable action, including destruction or disposal, as **We** may think fit without incurring any liability to **You**.

3.5. Fragile Goods and Valuable Items.

You will, prior to the commencement of the removal or storage of the removal or storage, give **Us** written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewelry, precious objects, works of art, money, collections of items or precious equipment in any case having a value in excess of \$1,000.

3.6. Goods Left Behind or Moved in Error.

You will ensure, to the best of your ability, that all Goods be removed (other than Goods being removed from store) or stored are uplifted by **Us** and that none is taken in error.

3.7. If you provide assistance during the removal.

We will NOT be liable for any injury sustained either on **Your** property or on **Ours** (including on or in any part of the truck or equipment) by **You** or any person assisting on **Your** behalf whether **We** are at fault or not. It is **Your** responsibility to ensure **You** are adequately insured under these circumstances.

3.8. Cancellation.

In the event of a cancellation, **We** will be under no obligation to pay any refund if a deposit has been paid in advance.

3.9. Mechanical Failure.

We reserve the right at **Our** sole discretion to cancel any work where adverse mechanical issues may arise. Conditions apply.

3.10. Bad Weather.

We reserve the right at **Our** sole discretion to cancel any work where adverse weather Conditions apply.

3.11. Operating In Bad Weather.

Not with standing clause 3.9 above **We** will not be responsible for any damage to goods in situations where **You** still wish to have the removal take place despite adverse weather conditions prevailing at the time.

4. Method of Carriage and Subcontractors

4.1. Mode of Carriage.

We shall be entitled to carry the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other Goods being carried on the vehicle) and by any reasonable means.

4.2. Subcontractors.

We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if we do so, **We** will continue to be responsible to **You** for the performance of the Services.

4.3. Liability of Subcontractors and Employees.

Any provisions in these conditions which limit **Our** liability also apply to **Our** Subcontractors and to **Our** employees and to the employees of **Our** Subcontractors. For the purposes of this sub-clause, **We** are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

5. Delivery.

We shall not be bound to deliver the Goods except to **You** or a person authorised in writing by **You** to receive the Goods. If **We** cannot deliver the Goods either because there is no authorised person there to receive them on **Our** arrival, or because **We** cannot gain access to the premises, or for any other reason beyond **Our** control, **We** will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, **We** will endeavor to contact **You** to ascertain whether **You** have any alternate instructions.

6. Storage Conditions.

6.1. Contact Address.

You agree to advise **Us** of an address to which **We** can forward any notice or correspondence, and to promptly notify **Us** of any change of address.

6.2. Price Changes.

Our storage charges will be as quoted to **You** for the first 26 weeks of storage. After 26 weeks, **We** may change the storage charges from time to time on giving 28 days written notice to **You**.

6.3 Warehouse Change.

We are authorised to remove the Goods from one warehouse to another without cost to **You**. Not less than 5 days beforehand, **We** will notify **You** of the removal and advise the address of the warehouse to which the Goods are being removed.

6.4. Compulsory Removal and Disposal.

You agree to remove the Goods from storage within 28 days of a written notice of requirement from **Us** to do so. In default, **We** may after 14 days notice to **You**, sell all or any of the Goods by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of any amount owing by **You** to **Us**.

6.5. Inspection of Goods In Store.

You are entitled, upon giving **Us** reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by **You** for this service.

6.6. Removal From Storage.

Subject to payment for the balance of any fixed or minimum period of storage agreed, **You** may require the Goods to be removed from store at any time on giving **Us** not less than 5 working days notice.. If **You** give us less notice, **We** will still do Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.

7. Charges and Payments

7.1. Payments.

We will accept payment by cash or by way of transfer to our Bank account using. The Electronic Funds Transfer at Point of Sale system "Eftpos", Accounts will not be issued under any circumstances unless arrangements have been made prior to the removal.

7.2. Variation of Work Required and Delay.

If the work **You** ultimately require **Us** to do varies from the work for which a quotation or estimate has been given, or if **We** are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within **Our** control), **We** will also be entitled to make a reasonable additional charge. **We** will also be entitled to reimbursement from **You** of any amount which we have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.

7.3. Payment by Third Party.

If **You** arrange with **Us** or instruct **Us** that **Our** charges are to be paid by a third party, and if that party does not pay the charges, **You** agree to thereupon pay the charges.

7.4. Contractual Liens.

All Goods received by **Us** will be subject to a general lien for all moneys due by **You** to **Us** relating to any Services provided under this or any other agreement. If any amounts have been outstanding for a period of 60 days, We may give 28 days written notice to You of intention to sell, and if the outstanding amount is not paid within that period, **We** may sell all or any of the goods by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.

7.4a.

In the event that money is outstanding from a removal already completed, **You** will surrender goods to **Us** to the estimated value of the removal carried out and the costs to recover any outstanding money such as auction fees, legal fees, etc., goods seized will be valued by a licensed auctioneer or a second hand dealer to determine the goods value.

8. Loss or Damage Private Removals and Storage

8.1. Exclusions.

We will not be liable for any loss or damage, nor any delay, which results from any cause beyond **Our** control.

8.2. Damage to Goods and Packaging.

If Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by **Us** or a **Subcontractor**, **We** will not be liable.

8.3. Damage to Goods.

- Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from want of due care and skill on **Our** part, **We** will not be liable.

8.4 Notification of Loss or Damage.

Any claim for loss or damage under this clause 8 is to be notified by **You** to **Us** in writing, or by telephone and later confirmed in writing, within a reasonable time after the date of delivery. **We** will have the best chance of locating any misplaced items or ascertaining the cause of damage, if that notification is given to **Us** within 2 working days..

8.5. Maximum Value of Goods.

In any claim for loss or damage under this clause 8 any estimate of the value of the Goods which **You** have provided to **Us**, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the goods did not exceed that estimate at the time of loss or damage.

9. Loss or Damage Commercial Removals and Storage.

9.1. Application.

If the Services are required by **You** for the purpose of business, trade, profession, or occupation in which **You** are engaged, the following conditions of this clause 9 will apply.

9.2. Negligence.

We will only be liable for loss or damage resulting from **Our** negligence, and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is lesser).

9.3. Claims.

In circumstances where **We** are liable under sub - clause 9.2 notice of the claim must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which **We** will have no further liability.

10. Insurance

10.1. Transit Insurance

We hold Marine Transit Insurance, Via CGU Insurance, Limit Of Liability \$50,000 any one loss, any one occurrence.

10.2. Other Insurance.

You may, of course, arrange insurance with an insurer of your choice.

10.3. Assignment of Insurance.

If We, in discharge of any liability, make payment of any amount to You in respect of loss of, damage to, or delay in delivery of the Goods, You hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby appoint Us as your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable us to obtain the full benefit of this clause.

11. Variation and Notice.

11.1. Variation.

The terms of these conditions cannot be varied other than by You and Our mutual consent. Our consent can only be given by a proprietor or manager, and must be evidenced in writing.

11.2. Notice.

Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

12. Applicable Law.

Jurisdiction over this contract is with the Courts of Australia.

12.1.

The law, which governs this agreement, will be the law applicable in the place in which the agreement is made.

13. By contracting BPE Removals To perform services on your behalf, You have agreed to the terms and conditions in its entirety and have satisfied any queries You may have regarding these terms and conditions.

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Let BPE Removals Take The Stress Out Of Your Next Move